

WATER AND WASTEWATER SERVICE AREA TRANSFER AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This WATER AND WASTEWATER SERVICE AREA TRANSFER AGREEMENT (this "Agreement") is entered into by and between the **City of Manor** and the **City of Austin**, being Texas home rule municipalities operating retail public water utilities, to be effective as of the Effective Date. The City of Manor ("Manor") and the City of Austin ("Austin") are each referred to herein as a "Party" and are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, this Agreement involves the transfer of certain retail water and sewer service rights in a 148-acre property bisected by Blue Bluff Road with an approximately 64-acre tract on one side and an approximately 84-acre tract on the opposite side of the road (the "Property");

WHEREAS, Manor holds water Certificate of Convenience and Necessity ("CCN") No. 10947 (the "Manor Water CCN") and sewer CCN No. 20378 (the "Manor Sewer CCN"), the boundaries of which are within Travis County, Texas;

WHEREAS, Austin holds water CCN No. 11322 (the "Austin Water CCN") and sewer CCN No. 20636 (the "Austin Sewer CCN"), the boundaries of which are within Travis, Bastrop, Hays, and Williamson Counties, Texas;

WHEREAS, Texas Water Code ("TWC") §13.248 authorizes contracts between retail public utilities designating areas and customers to be served by those retail public utilities, when approved by the Public Utility Commission of Texas (the "PUC") after public notice and hearing;

WHEREAS, the Manor Water CCN and the Austin Water CCN, and the Manor Sewer CCN the Austin Sewer CCN boundaries are adjacent to each other in certain locations;

WHEREAS, in the 64-acre tract, approximately 52.029 acres of certain real property is located in the Manor Water CCN, which is more particularly described and depicted in **Exhibit "A"** attached hereto (the "Manor Water Transfer Tract");

WHEREAS, to facilitate future development, property owner PlaceMKR Old Highway 20 LLC ("PlaceMKR") has requested that the City of Manor authorize the transfer of the approximately 52.029 acres from the Manor Water CCN to the Austin Water CCN;

WHEREAS, Manor is willing to transfer said water service rights to the Austin Water CCN in accordance with the terms of this Agreement;

WHEREAS, Approximately 8.072 acres of the 52.029 acres is located in the Manor Sewer CCN, which is more particularly described and depicted in **Exhibit "B"** attached hereto (the "Manor Sewer Transfer Tract");

WHEREAS, PlaceMKR has requested that Manor authorize the transfer of the approximately 8.072 acres from the Manor Sewer CCN to the Austin Sewer CCN;

WHEREAS, Manor is willing to transfer said sewer service rights to the Austin Sewer CCN in accordance with the terms of this Agreement;

WHEREAS, in the 83-acre tract, approximately 6.098 acres of certain real property is located in the Austin Sewer CCN, which is more particularly described and depicted in **Exhibit "C"** attached hereto (the "Austin Sewer Transfer Tract");

WHEREAS, PlaceMKR has requested that the City of Austin authorize the transfer of the approximately 6.098 acres from the Austin Sewer CCN to the Manor Sewer CCN;

WHEREAS, Austin is willing to transfer the said sewer service rights to the Manor Sewer CCN in accordance with the terms of this Agreement;

WHEREAS, there are no existing Manor or Austin customers being transferred as part of this Agreement.

WHEREAS, there are no Manor water or sewer facilities being transferred as part of this Agreement; and

WHEREAS, existing Austin sewer facilities in the Austin Sewer Transfer Tract are not being transferred as part of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, it is agreed as follows:

1. **Purpose.** This Agreement shall be a "contract" designating areas and customers to be served by the Parties in accordance with TWC § 13.248.
2. **Transfer.** The City of Manor transfers to the City of Austin, and Austin accepts from Manor, the portion of Manor's water CCN No. 10947 that overlaps with the Transfer Tracts, and the Parties hereby agree to the modifications of the boundaries of their water CCNs accordingly.
3. **Transfer.** The City of Manor transfers to the City of Austin, and Austin accepts from Manor, the portion of Manor's sewer CCN No. 20378 that overlaps with the Transfer Tracts, and the Parties hereby agree to the modifications of the boundaries of their sewer CCNs accordingly.
4. **Transfer.** The City of Austin transfers to the City of Manor, and Manor accepts from Austin, the portion of Austin's sewer CCN No. 20636 that overlaps with the Transfer Tracts, and the Parties hereby agree to the modifications of the boundaries of their sewer CCNs accordingly.

5. **Customers.** There are no existing customers affected by the transfers described in this Agreement.

6. **Facilities.** There are no Manor water or sewer facilities affected by the transfers described in this Agreement. Existing Austin sewer facilities in the approximately 6.098-acre Austin Sewer Transfer Tract are not required for Manor to provide sewer service and thus are not affected by the transfers described in this Agreement.

7. **Compensation to Manor.** PlaceMKR and Manor have entered a separate agreement whereby PlaceMKR and Manor agreed to the amount PlaceMKR will compensate Manor for the transfers to Austin. Manor does not seek compensation from Austin for the transfers.

8. **PUC Application.** The Parties agree to cooperate and collaborate in all actions necessary to prepare, file, and advance the application at the PUC necessary to approve the transfer of these water and sewer CCN tracts. The Parties agree that PlaceMKR be primarily responsible for the drafting, filing, and processing of the PUC approval application, in full cooperation and collaboration with the Parties.

9. **No Continuing Obligation to Serve.** The Parties agree that upon PUC approval of the application to transfer the portions of the Manor Water CCN and Manor Sewer CCN that overlap the Transfer Tracts to the City of Austin, the City of Manor shall have no further obligation to provide retail water service to the Manor Water Transfer Tract or retail sewer service to the Manor Sewer Transfer Tract. If the PUC does not agree to allow the transfer of the areas corresponding with the Manor Water Transfer Tract or to the Manor Sewer Transfer Tract, the Parties may continue to discuss how best to achieve the purpose of this Agreement.

10. **No Continuing Obligation to Serve.** The Parties agree that upon PUC approval of the application to transfer the portions of the Austin Sewer CCN that overlap the Transfer Tracts to the City of Manor, the City of Austin shall have no further obligation to provide retail sewer service to the Austin Sewer Transfer Tract. If the PUC does not agree to allow the transfer of the areas corresponding with the Austin Sewer Transfer Tract, the Parties may continue to discuss how best to achieve the purpose of this Agreement.

11. **City Service.** Retail utility service to the Transfer Tracts will be governed by the providers' established service policies.

12. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the Constitution and laws of the State of Texas.

13. **Entire Agreement.** This Agreement reflects the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

14. **Notices.** All notices and correspondence pertaining to the Agreement shall be in writing delivered by hand or certified mail, return receipt requested and postage prepaid, or by nationally

recognized courier service, and shall be addressed as follows, unless a Party notifies the other in accordance with this Section of a change of address or other information provided herein:

If to Manor:

City of Manor
Attn: City Manager
105 E. Eggleston St.
Manor, Texas 78653
Telephone (512) 272-5555

With copy to:

The Knight Law Firm, LLP
Attn: Paige@cityattorneytexas.com
223 West Anderson Lane, Suite A-105
Austin, Texas 78752
Telephone (512) 323-5778

If to Austin:

City of Austin
Attn: Austin Water, Virginia Collier
6310 Wilhelmina Delco Dr, Suite 3100
Austin, Texas, 78752
Telephone (512) 972-0117

With copy to:

City of Austin Law Department
Attn: Ross Crow, Utilities & Regulatory Division
P.O. Box 1088 Austin, Texas, 78767

Notice shall be effective only upon receipt by the party being served, except notice shall be deemed delivered and received seventy-two (72) hours after posting by the United States Post Office, by the method described above.

15. **Successors and Assigns.** This Agreement shall bind the Parties and their legal successors, but shall not otherwise be assignable by any Party without prior written consent of the other Party, which consent shall not be unreasonably withheld.

16. **Venue.** Venue, whether administrative or judicial, shall be proper and lie exclusively in the state courts of Travis County, Texas.

17. **Recitals.** The above recitals are true and correct and are incorporated into this Agreement for all purposes.

18. **Multiple Originals.** This Agreement may be executed in any number of counterparts, each of which shall be, for all purposes, deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

19. **Authority.** The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.

20. **Enforceability.** The Parties agree that this Agreement constitutes the legal, valid and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Agreement in reliance upon the enforceability of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date signed by the last of the Parties hereto (the "Effective Date").

CITY OF MANOR

By: _____
Name: Scott Moore
Title: City Manager
Date: _____

CITY OF AUSTIN
AUSTIN WATER UTILITY

By: Shay Ralston
Name: Shay Roalson
Title: Director
Date: 12/17/2024

Exhibit "A"


Manor Water Transfer Tract

13.248 Petition to Amend City of Manor (CCN No. 10947) and City of Austin (CCN No. 11322) in Travis County




Detail Map

Legend

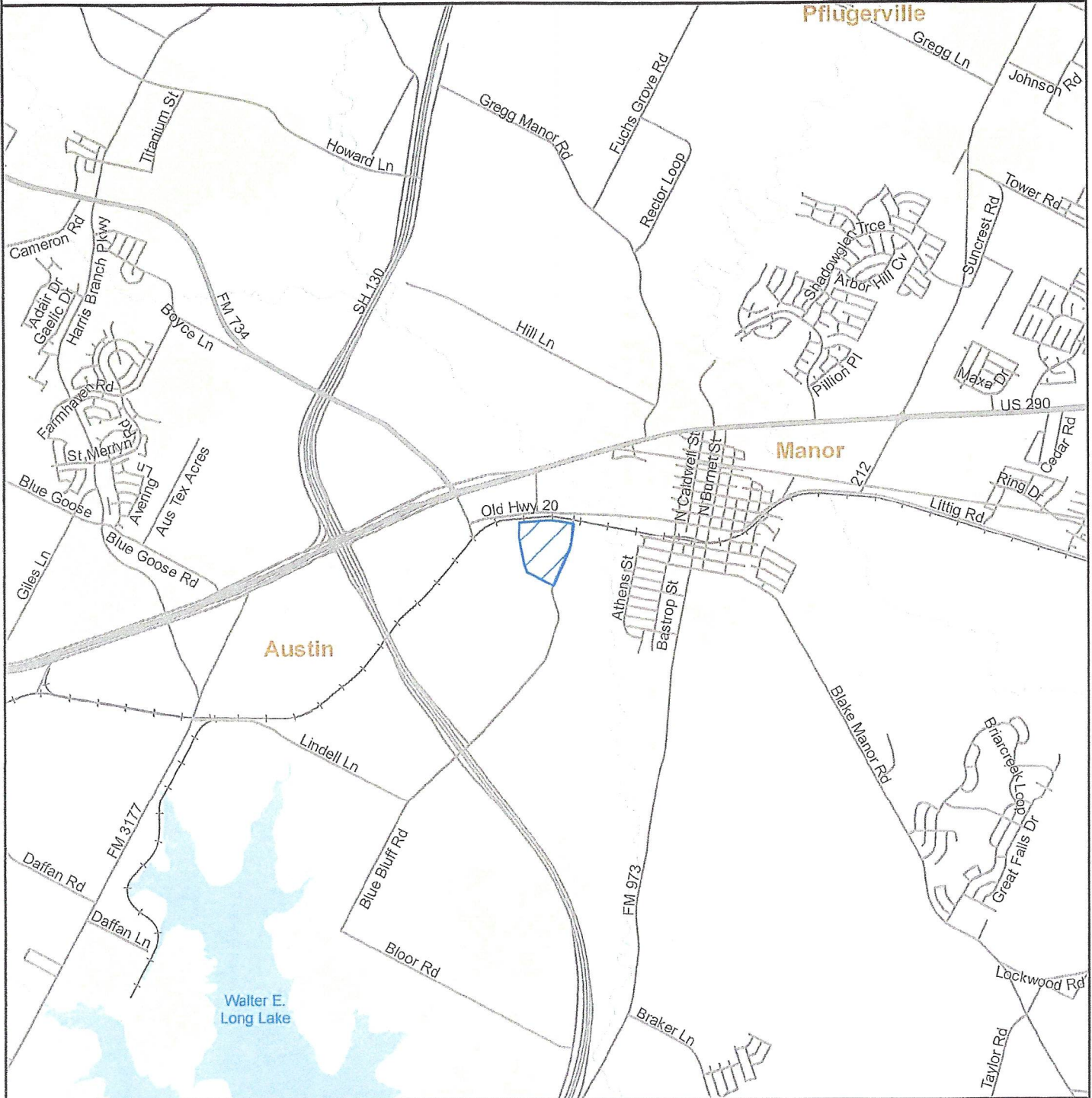
 Requested Area to Transfer CCN 10947 to CCN 11322



Created by: Suzanne Burt
Date Created: January 30, 2024

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Feet 

13.248 Petition to Amend City of Manor (CCN No. 10947) and City of Austin (CCN No. 11322) in Travis County



General Location Map

Legend

Requested Area to Transfer CCN 10947 to CCN 11322



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Created by: Suzanne Burt
Date Created: January 30, 2024

Exhibit "A" to the Water and Wastewater
Service Area Transfer Agreement

Exhibit "B"

Manor Sewer Transfer Tract

13.248 Petition to Amend City of Manor (CCN No. 20378) and City of Austin (CCN No. 20636) in Travis County



Detail Map

Legend

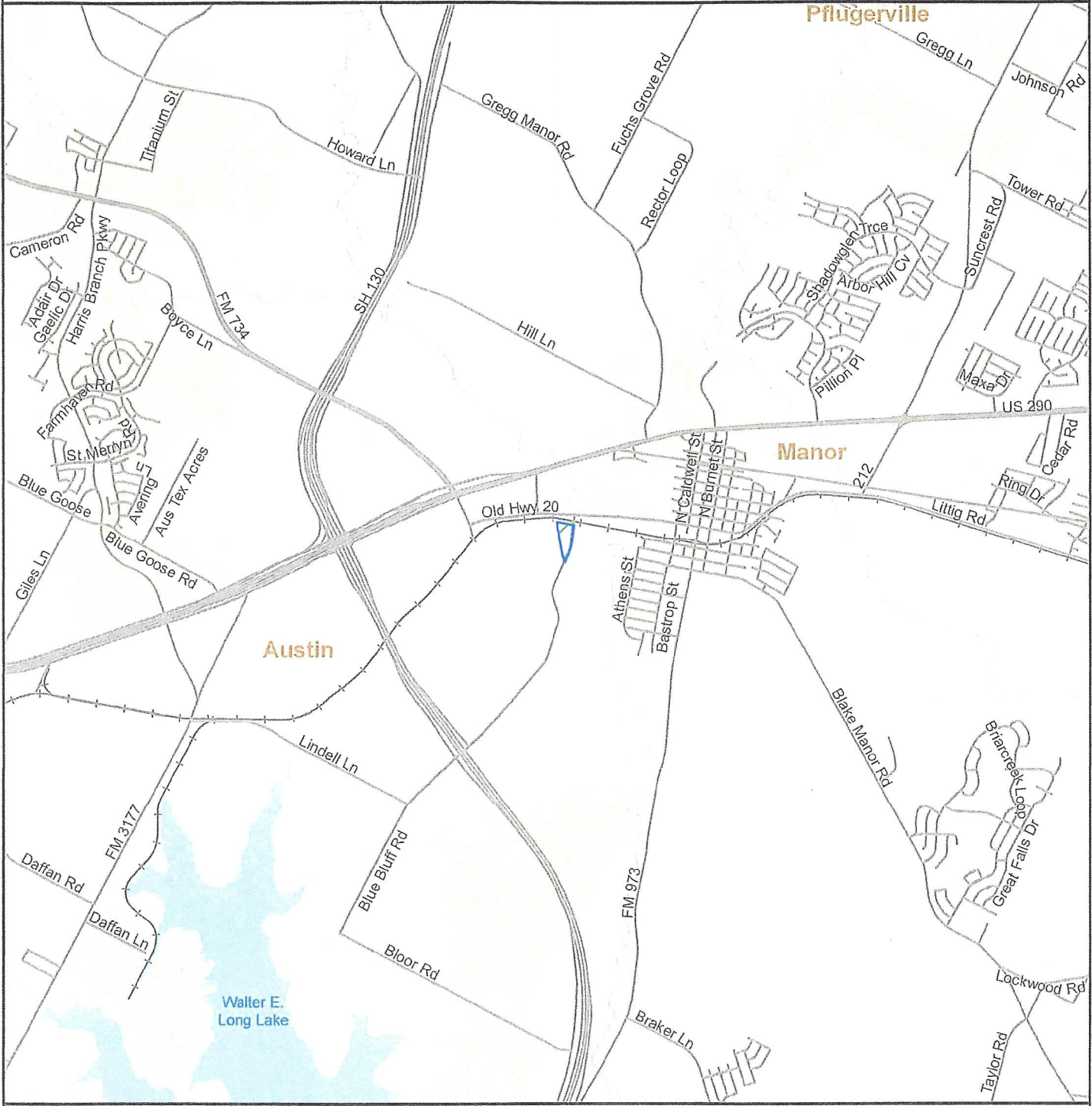
 Requested Area to Transfer CCN 20378 to CCN 20636



Created by: Suzanne Burt
Date Created: January 30, 2024

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Feet 

13.248 Petition to Amend City of Manor (CCN No. 20378) and City of Austin (CCN No. 20636) in Travis County



General Location Map

Legend

Requested Area to Transfer CCN 20378 to CCN 20636

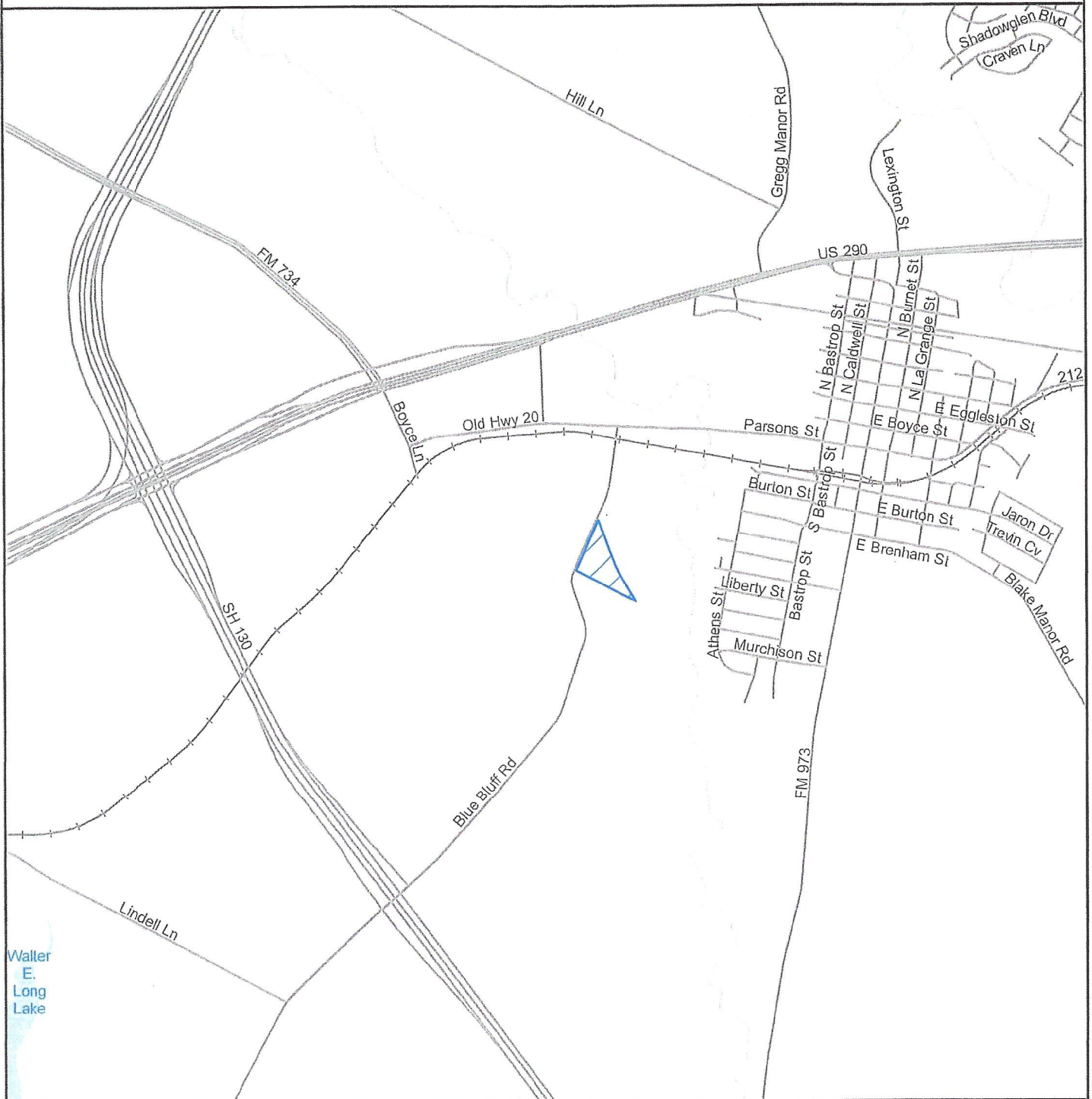


Created by: Suzanne Burt
Date Created: January 30, 2024

Exhibit "B" to the Water and Wastewater
Service Area Transfer Agreement

Exhibit "C"
Austin Sewer Transfer Tract

13.248 Petition to Amend City of Austin (CCN No. 20636) and City of Manor (CCN No. 20378) in Travis County



Detail Map

Legend



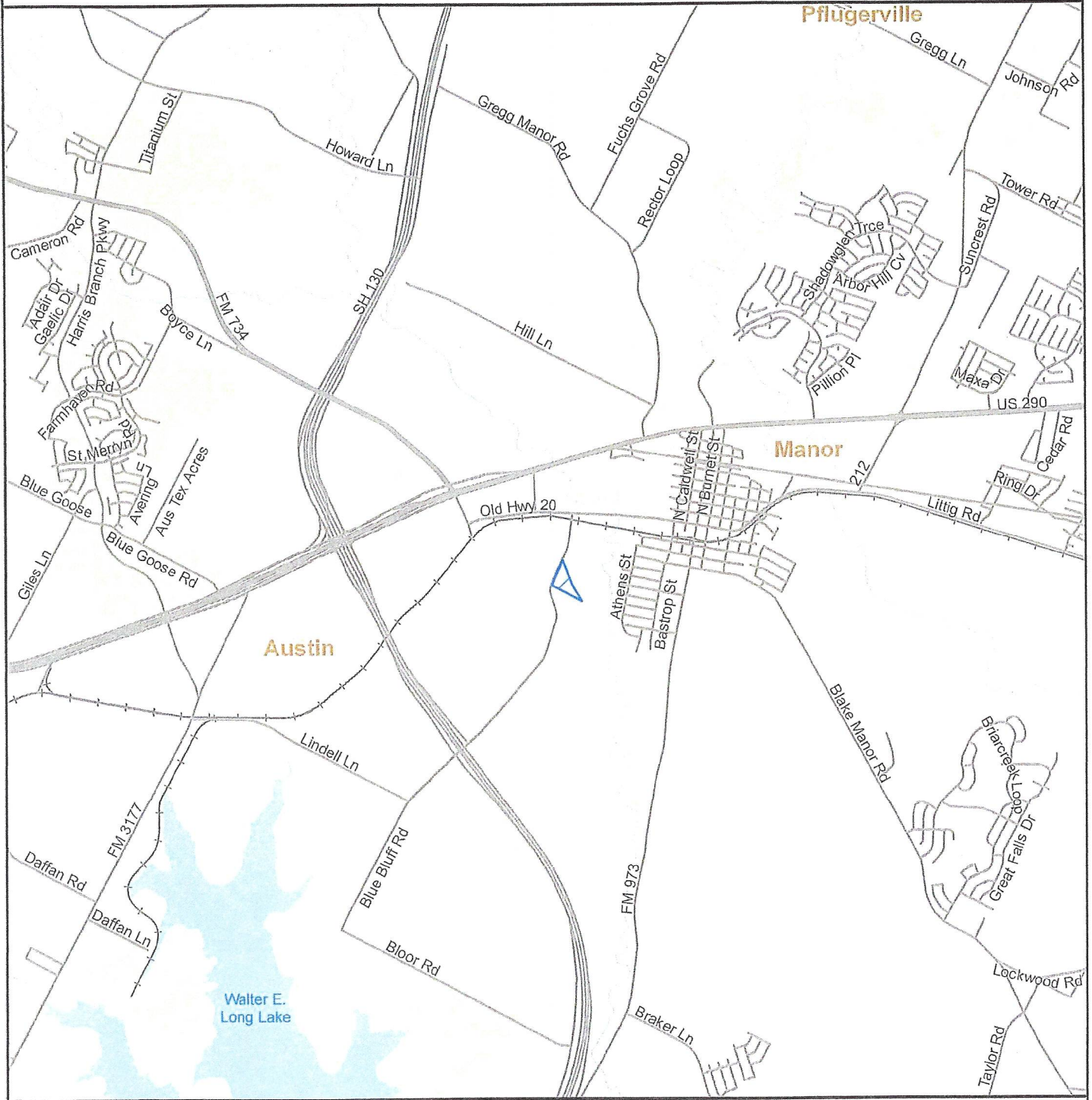
Requested Area to Transfer CCN 20636 to CCN 20378



Created by: Suzanne Burt
Date Created: January 30, 2024

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13.248 Petition to Amend City of Austin (CCN No. 20636) and City of Manor (CCN No. 20378) in Travis County



General Location Map

Legend

Requested Area to Transfer CCN 20636 to CCN 20378



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Created by: Suzanne Burt
Date Created: January 30, 2024

Exhibit "C" to the Water and Wastewater
Service Area Transfer Agreement